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THIS DOCUMENT WAS PREPARED BY :

Jeremy E. Reis, Esq.
833 N. Orleans Street, Suite 400
Chicago, IL 60610
Notary Public employed by law firm of
Ruttenberg & Ruttenberg



Doc#: 1134626251 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/12/2011 11:46 AM Pg: 1 of 6

AFTER RECORDING MUST BE RETURNED TO:

63164013
Thompson & Thompson
19 S. LaSalle, Suite 302
Chicago, IL 60603

STEWART TITLE COMPANY
2855 West Army Trail Road, Suite 111
Addison, IL 60101
630-889-4000

SPECIAL WARRANTY DEED

THIS INDENTURE made this 18th day of November, 2011 between CA 23 II LLC, , an Illinois limited liability company ("GRANTOR"), created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, having an office at 833 North Orleans Street, Suite 400, Chicago, Illinois 60610, and Kristine A. Hemlock ("GRANTEE ") of 944 N. Racine Avenue, Chicago, IL 60607.

WITNESSETH, the Grantor, in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto Grantee, and to their heirs and assigns, FOREVER, all of the following described real estate, situated in the County of Cook and State of Illinois known and described as follows, to wit:

SEE "EXHIBIT A" (LEGAL DESCRIPTION) ATTACHED HERETO AND MADE A PART HEREOF.

TAX PARCEL IDENTIFICATION NUMBER UNIT 23-2S: 17-08-445-026-1018 (AFFECTS SUBJECT PROPERTY)

TAX PARCEL IDENTIFICATION PARKING SPACE GPU-21: 17-08-445-026-1045 (AFFECTS SUBJECT PROPERTY)

COMMONLY KNOWN AS: UNIT 23-2S AND PARKING SPACE GPU-21 AT 23 N. ABERDEEN IN THE C/A 23 CONDOMINIUM, CHICAGO, ILLINOIS

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, unto the Grantee, either in law or in equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the Grantee, its heirs and assigns forever.

Grantor also hereby grants to the Grantee, its successors and assigns, as rights and easements appurtenant to the subject unit described herein, the rights and easements for the benefit of said unit set forth in that certain Declaration of Condominium and By-Laws for C/A 23 Condominium, Inc. dated the 3rd day of April, 2009, and recorded on April 7, 2009, in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 0909722089, amended by that certain Special Amendment No. 1

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to Declaration of Condominium Ownership and Easements, Restrictions, Covenants and By-Laws for C/A 23 Condominium dated June 2, 2011 and recorded June 3, 2011 as document number 1115434068, and as amended from time to time (the "Declaration"), and grantor reserves to itself, its successors, and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining land described therein. Grantor further reserves to itself and its successors and assigns, and Grantee hereby grants to Grantor and its successors and assigns, the right to remedy as provided in Paragraphs 19 of the Condominium Purchase Agreement dated July 12, 2011, between CA 23 II LLC, an Illinois limited liability company and Kristine A. Hemlock for the purchase of the real estate (the "Purchase Agreement") the terms of which are set forth on Exhibit B, attached hereto and made a part hereof. The foregoing right of remedy herein reserved by Grantor and granted by Grantee pursuant to Paragraph 19 of the Purchase Agreement is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the real estate described herein.

And the Grantor, for itself, and its successors and assigns, does covenant, promise and agree, to and with Grantee, his, her or their heirs and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be in any manner encumbered or charged, except as herein recited; and that GRANTOR WILL WARRANT AND DEFEND the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, subject to the usual terms and conditions with extended coverage endorsement and containing Condominium Endorsement No. 4, and subject to the following:

- i. current non-delinquent real estate taxes and taxes for subsequent years;
- ii. special taxes or assessments for improvements not yet completed and other assessments or installments thereof not due and payable at the time of Closing;
- iii. the Act and the Ordinance, including all amendments thereto;
- iv. terms, provisions, covenants, conditions, restrictions and options in rights and easements established by the Declaration of Condominium for C/A 23 Condominium dated April 3, 2009 and recorded April 7, 2009 as document number 0909722089, made by C/A 23 LLC, an Illinois limited liability company, as amended from time to time;
- v. public, private and utility easements recorded at any time prior to Closing (as hereinafter defined) including any easements established by or implied from the Declaration, or amendments thereto;
- vi. covenants, conditions, agreements, building lines and restrictions of record which do not impair Purchaser's use of the Dwelling Unit as a condominium residence and which do not provide forfeiture or reversion in the event of a breach;
- vii. covenant recorded 02/04/2008 as Document Number 0803531003 made by C/A 23 LLC, as owner that they and their successor and assigns assign the maintenance and repair of the common lines located anywhere on the Property from the point of connection to the sewer main in the public street shall be the responsibility of the owners of the C/A 23 project to be constructed and approved by the City of Chicago;
- viii. encroachment of the Balconies located mainly on the land onto the land onto the public right of way West and adjoining by an undisclosed amount, shown on the Plat of Survey Number 08-39-14 prepared by Edward J. Molloy & Associates, Ltd., dated 03/06/2009;
- ix. encroachment of the 1 story brick building located mainly on the land onto the land South and adjoining by approximately 0.05 feet, as shown on Plat of Survey Number 08-39-14 prepared by Edward J. Molloy & Associates, Ltd., dated 03/06/2009;
- x. terms, provisions, conditions and limitations of the Urban Renewal Plan known as Project Madison-Racine, a copy of which was recorded March 30, 1977 as document 23868963;
- xi. applicable building and zoning laws, statutes, ordinances and restrictions;
- xii. roads and highways, if any;

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- xiii. leases and licenses affecting Common Elements governed and operated by the Association;
- xiv. title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of Closing and which Seller shall so remove at that time by using the funds to be paid upon delivery of the Deed;
- xv. matters over which the Title Company (as hereinafter defined) is willing to insure;
- xvi. acts done or suffered by the Purchaser or anyone claiming by, through or under the Purchaser;
- xvii. Purchaser's mortgage, if any; and
- xviii. Terms, provisions, reservations and restrictions contained in the Special Warranty Deed dated **November 18, 2011** made by and between CA 23 II LLC, an Illinois limited liability company, and Kristine A. Hemlock.

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Property of Cook County Clerk's Office

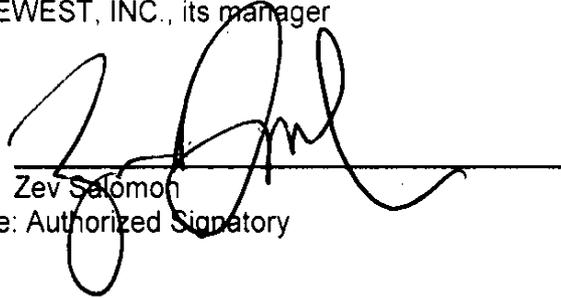
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TO HAVE AND TO HOLD the same unto said Grantee, and to the proper use, benefit and behalf, forever, of said Grantee.

IN WITNESS WHEREOF, Grantor has caused its name to be signed the date and year first above written.

CA 23 II LLC, an Illinois limited liability company

By: LAKEWEST, INC., its manager

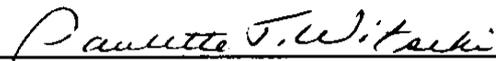
By: 
Zev Salomon
Title: Authorized Signatory

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Zev Salomon, Authorized Signatory of LAKEWEST INC., an Illinois corporation, manager of CA 23 II LLC, an Illinois limited liability company, Grantor, personally known to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Grantor, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this November 18, 2011.


Notary Public



THIS INSTRUMENT WAS PREPARED BY: Ruttenberg & Ruttenberg, 833 N. Orleans Street, Suite 400, Chicago, Illinois 60610

Send Subsequent Tax Bills To:

Kristine A. Hemlock
23 N. Aberdeen #25
Chicago, IL 60607

City of Chicago
Dept. of Revenue
617018



Real Estate
Transfer
Stamp
\$5,775.00

11/29/2011 12:20
cr00191

Batch 3,847,013

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EXHIBIT A

PARCEL 1:

UNIT 23-2 SOUTH AND GPU-21 IN THE C/A 23 CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 9 (EXCEPT THE NORTH 10 FEET THEREOF) AND ALL OF LOTS 10 AND 13 IN BLOCK 49 IN CARPENTERS ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT B TO THE DECLARATION OF CONDOMINIUM RECORDED APRIL 7, 2009 AS DOCUMENT NUMBER 0909722089 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF THE BALCONIES DESIGNATED TO SERVE THE AFORESAID UNIT, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0909722089.

PARCEL 3:

THE EXCLUSIVE RIGHT TO INSTALL, BUILD AND USE PRIVATE ROOF DECKS AND ACCESS STAIRS ABOVE AND TO SERVE THE AFORESAID UNIT 15-PH SOUTH AND 23-PH NORTH AS LIMITED COMMON ELEMENTS, AS PROVIDED BY ARTICLES XVI OF THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0909722089.

TAX PARCEL IDENTIFICATION NUMBER UNIT 23-2S: 17-08-445-026-1018 (AFFECTS SUBJECT PROPERTY)

TAX PARCEL IDENTIFICATION PARKING SPACE GPU-21: 17-08-445-026-1045 (AFFECTS SUBJECT PROPERTY)

COMMONLY KNOWN AS: UNIT 23-2S AND PARKING SPACE GPU-21 AT 23 N. ABERDEEN IN THE C/A 23 CONDOMINIUM, CHICAGO, ILLINOIS 60607.

COUNTY TAX  REVENUE STAMP	COOK COUNTY REAL ESTATE TRANSACTION TAX	DEC.-5.11	# 0000001757	REAL ESTATE TRANSFER TAX
				0027500

STATE TAX  REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE	STATE OF ILLINOIS	DEC.-5.11	# 0000003906	REAL ESTATE TRANSFER TAX
				0055000

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EXHIBIT B

TO THAT SPECIAL WARRANTY DEED DATED THE NOVEMBER 18, 2011, CONVEYING DWELLING UNIT 23-2S AND PARKING SPACE GPU-21 IN THE C/A 23 CONDOMINIUM AT 23 N. ABERDEEN, CHICAGO, ILLINOIS 60607

All defined terms herein shall have their meaning assigned to them in the Purchase Agreement

19. **REMEDY.** Except for actions for breach of warranty and fraud and/or Seller's failure to complete the Orientation List Items, if any legal action is commenced within ten (10) years after Closing by or on behalf of Purchaser, its successors or assigns, against Seller, its agents, servants, or any member or manager of Seller, or any other party affiliated with Seller, for any claim or cause of action arising directly or indirectly from the purchase, or use and occupancy of the Dwelling Unit or the Parking Space, including any claims or cause of action regarding the Common Elements of the Building, then, at the option of Seller, its successors and assigns, within a period of five (5) years from the date of the institution of said action, and upon sixty (60) days prior written notice to Purchaser, Seller, its successors and assigns, may tender to Purchaser the Purchase Price (plus or minus proration of general real estate taxes, prepaid insurance premiums, monthly assessments and other similar proratable items) adjusted by the cost of all Changes, if any, plus the cost of any improvements made by Purchaser to the Dwelling Unit after the Closing Date (which costs shall be established by copies of paid bills and canceled checks delivered to Seller) as liquidated damages, for all damages of any kind and nature whatsoever. Purchaser shall tender title to Seller, its successors and assigns, by Special Warranty Deed, good, marketable and insurable title to the Dwelling Unit and the Parking Space (subject only to the Permitted Exceptions, excluding acts of Purchaser, existing at Closing and any acts of Seller), a title insurance policy, possession of the Dwelling Unit and the Parking Space and a release of all claims against Seller, its successors and assigns, and this transaction shall be deemed rescinded. Closing shall be affected through an escrow similar to the Escrow. Purchaser shall bear the cost of the title insurance in the amount of the purchase price set forth in this Paragraph 19. The costs of the escrow shall be paid by Seller. The Deed to be delivered on the Closing Date hereunder shall contain provisions incorporating the foregoing remedy. Seller's remedy under this Paragraph 19 is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the Dwelling Unit and the Parking Space.

Clerk's Office